

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

MARC THOMIS and CHARLES ROBERTS Plaintiffs, v. BRAZIL AMAZON TRADING, INC., BRAZIL AMAZON RESOURCES, INC., AND BRUNILDA OBUHOSKY, Individually Defendants.) 2005 NOV 18 P 4:53) U.S. DISTRICT COURT) DISTRICT OF MASS. Civil Action No.: 1:05-CV-11812-WGY
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**DEFENDANTS' RENEWED MOTION FOR
STAY AND TO COMPEL ARBITRATION**

Pursuant to Mass. Gen. Laws ch. 251 §§ 2(a) and 2(d), Defendants Brazil Amazon Trading, Inc., Brazil Amazon Resources, Inc. and Brunilda Obuhosky (collectively “Defendants”) hereby move the Court to stay the above-captioned action and to compel the arbitration of this dispute pursuant to the explicit terms of the parties’ Agreement dated September 13, 2003. *See* Exhibit 1 at p.3. As further grounds for this Motion, Defendants state as follows:

1. On or about October 3, 2005, Brunilda Obuhosky, acting *Pro Se*, filed Defendants’ Motion for Stay and to Compel Arbitration. At that time, Defendants were unfamiliar with Local Rule 83.5.2(d) which requires corporate defendants to be represented by counsel.

2. On or about October 18, 2005, the Court denied Defendants' Motion for Stay and to Compel Arbitration without prejudice to the Motion's renewal upon compliance with the Local Rules.

3. Defendants were out of the Country from late October to early November 2005 and, therefore, did not receive a copy of the Court's Order of October 18th until just recently. On November 17, 2005, Defendants retained the services of Alexander Furey, Esq. of Furey & Associates LLC who filed a Notice of Appearance on behalf of all Defendants on November 18, 2005.

4. Given that Defendants have complied with the Local Rules by retaining counsel, they respectfully renew their Motion for Stay and to Compel Arbitration. It can not be disputed that the Agreement signed by the parties contains an arbitration provision which requires the above-captioned dispute be resolved "through binding arbitration by a panel of three (3) arbitrators under the Rules of Reconciliation and Arbitrator's of the ICC." See Exhibit 1, p. 3.

WHEREFORE, pursuant to Mass. Gen. Laws ch. 251 §§ 2(a) and 2(d),
Defendants request that the Court stay the above-captioned action and compel arbitration
pursuant to the terms of the parties' Agreement

Respectfully submitted by Defendants,

**BRAZIL AMAZON TRADING, INC.,
BRAZIL AMAZON RESOURCES, INC.
and BRUNILDA OBUHOSKY, Individually**

By their attorney,



Alexander Furey, Esq., BBO#634157
Furey & Associates, LLC
28 State Street, Suite 1100
Boston, MA 02109
Tel. 617-573-5114
Fax 617-573-5115

DATED: November 18, 2005

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of *Defendants' Renewed Motion to Stay and to Compel Arbitration* was served by U.S. Mail this 18th day of November, 2005 upon the following:

Richard Thomas Davies, Esq.
26 Turtle Cove Road
Sandwich, Massachusetts 02537


Alexander Furey, Esq.

EXHIBIT NO. 1

FROM: :

FAX NO. : 4077981379

Sep. 29 2005 02:07PM P2

Irrevocable Pay Order / Fee Protection Agreement

I, Brunilda Obuhosky dba Brazil Amazon Trading, Inc., the hereinafter "Payer", acting with full corporate and legal responsibility, hereby irrevocably and unconditionally, without protest or notification, prejudice, recourse or delay, guarantee to pay, even if third party (ies), advised or directed not to pay, the fee entitlement to the beneficiaries (Buyer Side) named herein at the time of settlement of the Letters of Credit. The Payer hereby agrees that the fee/commission entitlement shall be paid in good, clean, clear and unencumbered United States Dollars of non-criminal origin and delivered via SWIFT WIRE TRANSFER to the beneficiary's bank coordinates set forth in this agreement. Such payment shall be made without set-off, deductions, charges or fees and free and clear of any deductions or withholding of any nature, now or hereinafter imposed, levied or assessed. The Supplier/Payer herein agrees to provide beneficiaries a settlement confirmation as provided by the Supplier/Payers bank(s).

Supplier/Payer hereby further agrees that the pay-order shall be valid at the time of settlement and shall remain valid, legally binding and enforceable as agreed and not be changed without written notice of such to the beneficiaries and agreed to by said beneficiaries in writing. The Supplier/Payer agrees that the pay-order is hereby incorporated in and made an integral and material part of the contract for:

SELLER'S CODE: BAC0703

Commodity: SOYBEAN

Quantity: 8,000,000 METRIC TONS OF WHICH ONLY 300,000 MT

WILL BE PAID ON

Origin: BRAZIL

Shipment: 100,000 METRIC TONS PER MONTH TO BE SHIPPED

Commission: USD \$1.00 per METRIC TON

The Supplier/Payer hereby warrants and agrees to (1) to lodge the pay-order or equivalent written irrevocable pay directives with the applicable bank officer at the Suppliers/Payers Bank and (2) to cause said pay directives to be acknowledged, ratified and endorsed by the Supplier/Payer bank or beneficiaries bank at the time of settlement of the first transaction.

FROM: :

FAX NO. : 4077881379

Sep. 29 2005 02:08PM PS

The Payer hereby undertakes to comply with the terms and conditions of the International Chamber of Commerce, Paris, France ("ICC"), the general principles of non-circumvention, non-disclosure and any other ethical standards that apply.

Date of Contract: SEPTEMBER 13, 2003

Suppliers Name: Brazil Amazon Trading, Inc.

Officer's Name & Title: Brunilda Obuhosky

Suppliers Address: 337 W. Citrus Street, Altamonte Springs, FL (USA) 32714

Telephone: + 407.882.2387

Fax Number: + 407.788.1379

Email: naldaisy@aol.com

Transaction Code: BAC0703

Pay order code: BAC0703/Mercantile/2003

Pursuant to the transaction and corresponding coders referred to above (herein after referred to individually and collectively as the "transaction") this Irrevocable Fee Agreement/Pay Order (hereinafter referred to as the "pay order") is hereby issued by the Supplier to the consultant groups (Hereinafter referred to as the "beneficiaries") in consideration and acknowledgement of the advisory services rendered in connection with the transaction. The Buyer shall issue this Agreement before the contract with the transacting bank (Supplier/Payer) has been executed. This pay order is Irrevocable, unconditional, callable and divisible. If the transaction does not take place this pay order is not valid.

Pay Order Value: USD \$1.00 per Metric Ton

a. USD \$ 1.00 Per Metric Ton - CHARLES L. ROBERTS

Total of USD \$300,000.00 (THREE HUNDRED THOUSAND DOLLARS)

Paid directly to the Beneficiary mentioned below by the undersigned to such banking coordinates within 30/45 days upon receipt of the Letter of Credit and successful submission of proper documentation with said transaction due to commence on October 20th 2003. Rollovers and extensions of additional contracts will constitute a new Irrevocable Pay Order and Fee Payment Authority issued against the subsequent new contracts. Rules of Non Circumvention and

FROM :

FAX NO. : 4077881379

Sep. 29 2005 02:08PM P4

Non Disclosure apply between all parties in the contract for a period of five (5) years in accordance with I.C.C. regulations.

Beneficiaries: Mercantile trading of America, Inc.

Address: 530 East main Road, Newport, Rhode Island USA 02840

Name: Charles L. Roberts

Bank Name: Fleet Bank

Account: 9413847325

Routing No: 01150010

SWIFT: FNBBUS33

TEL: 401-847-3101

FAX: 401-847-0390

BANK OFFICER: Deborah Perlingiero, V.P.

Commodity: SOYBEAN

Quantity: 8,000,000 METRIC TONS / TO BE PAID ON ONLY 300,000 MT

Origin: Brazil

Shipment: 100,000 METRIC TONS PER MONTH TO BE SHIPPED

Commission: USD \$1.00 per METRIC TON

Total Amount: USD \$ 300,000.00 (THREE HUNDRED THOUSAND) US DOLLARS

Tele-fax (facsimile) copies of the pay order when executed by the undersigned Supplier/Payer shall have the same force and effect as a signed original document and shall be as binding and legally enforceable as any full recourse commercial contract issued under the rules and regulations of the ICC.

All disputes arising in connection with this pay order, including breach of claim or breach of claim or breach thereof shall be settled through binding arbitration by a panel of three (3) arbitrators under the Rules of Reconciliation and Arbitrator's of the ICC. The pay order shall be governed by and construed in accordance with the laws of the State of Florida for the purpose of this arbitration.

FROM :

FAX NO. : 4077881379

Upon failure of breaching party to arbitration award as determined by the arbitrators to the aggrieved party within forty eight (48) hours of written demand, the breaching party agrees to pay all costs of collection, including reasonable attorney's fees, including costs for travel, attorney's per diem, expert witness fees and all usual and ordinary court costs.

The Supplier/Payer hereby represents and warrants that the signatory whose endorsement appears below (one this page) is acting as principal with full corporate and legal authority to sign the pay order and any and all documents pertaining to the transaction.

In Witness Whereof, the Supplier/Payer intending to be bound hereby has caused the pay order to be duly executed as of the day and the year written below.

Agreed to and accepted on this 13th day of SEPTEMBER, 2003 for & on behalf of:

Principal Company: Brazil Amazon Trading Company Inc.

Name: Ms. Brunilda Obuhosky

Title: CEO/President

Address: 337 W. Citrus Street, Altamonte Springs, Fl (USA) 32714

Seller: Brazil Amazon Trading, Inc.

Seller's Banking Data:

Bank Name: Bank of America

Bank Address: 460 E. Altamonte Dr. Altamonte Springs, Florida 32701

Account Number: 0054 8435 6281

Account Name: Brazil Amazon Trading, Inc.

Swift: BOFAUS3CTFS

Telephone: (321) 207.2400

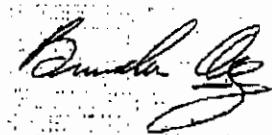
Fax: (321) 207.2406

Bank Officer: David Cordin

FROM :

FAX NO. :4077881379

Sep. 29 2005 02:09PM P6



Date: **September 13, 2003**

Name/Title: **Brunilda Obuhosky,**
CEO/President

Date: **September 13, 2003**

Name/Title: **Charles L. Roberts**
President/CEO

CERTIFICATION OF COMPLIANCE WITH LOCAL RULE 7.1(a)(2)

I hereby certify that prior to filing and serving *Defendants' Renewed Motion for Stay and to Compel Arbitration*, counsel for both parties conferred and attempted in good faith to resolve and/or narrow the issues in dispute in accordance with Local Rule 7.1.

(a)(2).

Date: November 22, 2005



Alexander Furey, Esq.